

2347

AGREEMENT

between the

BLOOMINGDALE BOARD OF EDUCATION

and the

SCHOOL BUSINESS ADMINISTRATOR/BOARD SECRETARY

February 7, 1995 - January 31, 1998

Bloomingdale Board of Education  
Capitolene Avenue  
Bloomingdale, New Jersey 07403

SCHOOL BUSINESS ADMINISTRATOR/BOARD SECRETARY

AGREEMENT

This agreement is effective February 1, 1995, as approved at the December 5, 1994 Board meeting by and between the Board of Education of the Borough of Bloomingdale in the County of Passaic, State of New Jersey, hereinafter called the "Board" and the School Business Administrator/Board Secretary, hereinafter called the "Employee".

I. COMPENSATION

As of February 7, 1995, the employee shall be paid the annual rate of \$55,000 until January 31, 1996; \$58,000 from February 1, 1996 until January 31, 1997; and \$61,000 from February 1, 1997 until January 31, 1998. The annual salary rate shall be paid to the employee in installments of one twenty-fourth of the annual salary rate on the 15th day and 30th day of each month for his services rendered during the preceding month.

The employee will also be eligible for merit increases each year based upon the completion of established district goals. The increases shall equal \$750 for meeting 50%-79% of the goals, and \$1,500 for meeting 80% or more of the goals. The Board and the employee shall mutually develop the goals on which this program will be based, within 60 days of the employees new contract year.

II. VACATION

The employee shall earn 10 vacation days for the 1994/95 school year, to be used during the subsequent year and 20 vacation days for the 1995/96 school year, to be used after July 1, 1996. In the subsequent years, an entitlement of 20 vacation days per year will be allotted. Vacation entitlement may be carried over in the next year for use in future years up to a limit of 7 days per year.

III. HEALTH AND INSURANCE PROTECTION

A. Medical/Health Plan - The Board shall provide the full single rate coverage and one hundred percent (100%) of the cost of the family coverage of the employee enrolled in the Board sponsored plan.

B. Dental Plan - The Board shall provide single, two party or 100% of the family contract coverage.

The Board agrees to provide a dental plan which includes the following elements:

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- |    |                           |              |
|----|---------------------------|--------------|
| 1. | Preventive and Diagnostic | 100%         |
| 2. | Basic Services            | 80/20 co-pay |
| 3. | Prosthetic Benefits       | 50/50 co-pay |

The maximum amount payable for the above services shall be \$1,000 per calendar year.

The cost of this insurance to the board will be capped as of September 1, 1991. Any cost assessed to the employee will be deducted in pre-tax dollars.

- C. Prescription Drug Plan - The Board shall provide a full family coverage prescription plan with a co-payment of \$10.00 for each brand name prescription filled and a co-payment of \$5.00 for each generic prescription filled.
- D. The Board shall provide Washington National Disability Insurance 100% Plan I class coverage D.
- E. Change in Insurance Carriers - It is understood that the Board reserves the right to change carriers provided that the new carrier provides equal or improved benefits than those in existence.

IV. SICK LEAVE

The employee shall be entitled to 12 days sick leave per year. All unused sick leave days shall be accumulated from year to year. A doctor's certificate verifying illness after 5 consecutive days of absence will be provided upon request.

Upon retirement, the employee shall be entitled to up to \$100 per day for 50% of his/her accumulated sick leave, capped at \$5,000.

V. TEMPORARY LEAVES OF ABSENCE

The employee shall be entitled to the following leaves of absence with full pay:

- A. Death in the immediate family - an allowance of three days' (except in extenuating circumstances five days) leave shall be granted at any one time to attend the funeral of a member of the immediate family and for bereavement purposes.

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Immediate family shall include mother, father, mother-in-law, father-in-law, spouse, child, brother, sister, sister-in-law, brother-in-law, grandmother, grandfather, or any relative of the same household.

- B. Personal Business - The employee shall be granted three days leave per year without reason. Unused personal days shall be added to accumulated sick leave total.

Except in cases of extreme emergency, all requests for leaves shall be in writing to the Superintendent or his delegated agent prior to the date requested.

- C. Other

The employee may be granted leave without pay upon submitting a request in writing to the Superintendent, specifying reason and duration of request and subject to the final approval of the Board.

## VI. EDUCATION ASSISTANCE PLAN

- A. The Board will reimburse the employee for the full cost of books, tuition and/or laboratory fees upon completion of approved courses with passing grades. Books may be returned to the Board.

1. Reimbursement will be limited to a maximum of one thousand (\$1,000).
2. The cost of supplies, transportation, registration fees, matriculation fees, etc., are not included in the plan and, therefore, will not be paid by the Board.

- B. To be eligible for assistance under this plan, the employee must be actively employed on the payroll for sixty days.

- C. The employee must pursue educational objectives and courses leading to it that are:

1. Related to the employee's position in the school system.
2. Offered at an accredited college or university.

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3. All courses other than certification or degree programs shall be subject to approval of the Superintendent and shall exclude correspondence, television courses, weekend courses where classroom or project hours are not comparable to a traditional program and courses irrelevant to the employee's field of work.

VII. DEDUCTION FROM SALARY

The Board agrees to deduct from the salary of this employee a payroll savings plan or tax shelter annuity program as the employee voluntarily authorizes the Board to deduct.

VIII. EVALUATION

- A. School Business Administrator/Board Secretary shall be evaluated only by persons certified by the New Jersey State Board of Examiners.
- B. The employee shall be given a copy of the written evaluation of his/her performance which shall include:
  1. Performance areas of strength, including but not limited to those evidenced during the observation period.
  2. Performance areas needing improvement, including but no limited to those evidenced during the observation period.
  3. Suggestions for improvement.
  4. The evaluation shall be signed by both the evaluator and the staff member. The staff member's signature shall not be interpreted as an assent to the contents signed.
  5. The employee shall have an opportunity to have a conference within 10 school days after receipt of said evaluation.

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IX. MILEAGE REIMBURSEMENT

The Board agrees to provide mileage reimbursement in the amount of the I.R.S. printed allowance per mile for the employee in the performance of duties.

X. MISCELLANEOUS PROVISIONS

- A. The following days will be considered as paid holidays:

Independence Day	New Years Day
Labor Day	Good Friday
Columbus Day	Memorial Day
Thanksgiving Day	
Christmas Day	

The day after Thanksgiving, the day before and the day after Christmas.

- B. A member who dies before contract period is completed shall have payment for entitled vacation days made to beneficiary. A member who resigns or retires during contract period shall receive cash payment for entitled vacation days or have such days applied to retirement date. The rate of payment shall be based on the per diem rate during the year the vacation days were accumulated.
- C. Administrators'/Supervisors' yearly membership dues, as related to the business office shall be paid by the Board.
- D. Employees will be granted release time for attendance at professional meetings, workshops, and visitations to other schools including such meetings, workshops, and visitations that may be scheduled in areas outside the State of New Jersey, subject to the approval of the Superintendent.

XI. SEPARABILITY

If any provision, or part of any provision, of this agreement or any application of this agreement is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

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XII. PROFESSIONAL LIABILITY

The Board agrees that it shall defend, hold harmless, and indemnify the employee from any and all demands, claims, suits, actions, and legal proceedings brought against the employee in his individual capacity or in his official capacity as agent and/or employee of the Board, provided the incident arose while the employee was acting within the scope of his employment; and, as such liability coverage is within the authority of the Board to provide under state law.

XIII. DURATION

This agreement shall be effective as of February 7, 1995 and shall continue in effect until January 31, 1998.

The employee must give 90 days notice if he wishes to terminate the contract. The Board may terminate this contract for any reason which would constitute a valid reason for terminating a tenured employee; if the Board does so, it will owe no further monies. If the Board so terminates, and the employee believes the reason is not sufficient, the employee may appeal to the Commissioner.

IN WITNESS WHEREOF, they set their hands and seals to this Employment Contract effective on the day and year first above written.

SCHOOL BUSINESS ADMINISTRATOR/  
BOARD SECRETARY

by: George Hagl  
George Hagl

Date

Dec. 8, 1994

BOARD OF EDUCATION

by: Ray  
President

by: Benny Ronk  
Witness